

Farfalla Events, LLC Terms & Conditions

VENDOR SELECTION

Event booths are juried, meaning not all applicants will be accepted. All applications will be considered and notification regarding application status will be sent within 14 business days of the application receipt.

PAYMENT DEADLINE & CANCELLATION

Exhibit space will not be assigned until payment is received. At least 50% of payment is due at time of vendor acceptance with the remaining balance due 60 days prior to the event start date. If payment is not made within 10 business days of acceptance, acceptance status may be denied. Farfalla Events, LLC may cancel any Event Payment Contract without refund to Exhibitor, upon failure of Exhibitor (i) to make payment required herby, (ii) to abide by these Terms & Conditions and other rules and regulations as provided, or (iii) to claim its assigned Exhibit Space prior to the opening of the Event(s). There will be no refunds for cancellations. Failure to make full payment of rental fee on exhibit space will subject Exhibitor to Cancellation of Contract by Farfalla Events and forfeiture of payments. Any exclusivity will be immediately released upon cancellation. If booth space is not occupied 2 hours prior to the start time of the event, Farfalla Events, LLC shall have the right to use the space with no refund for the cancellation. Re-letting by Farfalla Events, LLC of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment. Exhibitors and Farfalla Events, LLC shall have no further obligations to each other in the event of cancellation of the conference due to fire, strikes, governmental regulations, or causes which would prevent its scheduled opening or continuance. Farfalla Events, LLC will determine if there is any basis for a refund of any portion of the exhibitor fees. In the event a refund is to be made, Farfalla Events, LLC shall determine the equitable basis for such refund and its decision shall be final.

EVENT CANCELLATION

All Farfalla Events, LLC (including outdoor events) will be scheduled and will commence rain or shine.

BOOTH LOCATION REQUESTS

Farfalla Events, LLC makes every possible attempt to satisfy all exhibitor's requests and place booths away from their competition, but cannot guarantee precise placement requests. Booth assignments are made on a first come basis, taking booth requests, neighboring booths and other factors into consideration. Requests will be considered on an individual basis.

PRODUCT REGULATIONS:

To ensure we offer a diverse show that benefits our exhibitors and attendees, we attempt to limit the number of specific product categories and services. Exhibitors are required to list the specific products and brands they will sell at the event on the online application. Unlisted products attempted to be sold at the event may not be sold without written consent from Farfalla Events, LLC. Product/service exclusivity throughout the event is NOT guaranteed, unless exclusivity is expressly indicated upon written agreement on official letterhead and signed between the two parties.

DISPLAY REGULATIONS (INDOOR PIPE & DRAPED EVENTS):

Standard indoor event booth packages come with black 8' back walls and 3'side walls, unless upgrades have been paid for. Booth includes uniform ID signs and a wastebasket, provided without charge. Booth flooring is concrete or carpet at OPCC, and marble at Union Station. Exhibitor will provide all other furnishings, equipment, facilities, flooring, etc., at their own expense and responsibility. Rented items must be obtained through the official suppliers but you may bring your own display items to the Event.

- 1. All inline and corner booths are standard eight feet in height and side rails are three feet in height. No exhibit or display item in a standard booth may exceed 8' in overall height without show management consent. In any portion of the booth beyond 5 feet from the rear background of the booth, all parts of the exhibit shall not exceed the height of 5'. Island configurations are limited to 20 feet where ceilings permit. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited.
- 2. All demonstrations and exhibits must be confined to the exhibit booths. Exhibitors may not occupy aisles outside of their assigned booth space or stand at the entrance to distribute any material. All exhibited equipment or materials of any kind may not be displayed or advertised in any area (other than the assigned booth space) in or near any Conference hotels or convention center prior to, during, or immediately following the Conference. Specifically, equipment or materials may not be displayed or advertised in the parking areas of any facility where Conference activities are taking place. Exhibitors are also strictly prohibited from soliciting other exhibitors during set up, show hours or tear down.
- 3. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted, unless a booth-sharing application has been submitted and approved.
- 4. No audio or visual electronic or other electrical devices may be used that might prove objectionable to attendees or other exhibitors because of noise, odor, or other annoyance. Farfalla Events, LLC reserves the right to determine at what point any audio or visual electronic or electrical devices become objectionable and otherwise interferes with others and must be discontinued.
- 5. No helium balloons may be used as decoration or inflated to distribute to attendees or guests. A fee of \$150 per balloon will be assessed for any helium balloons that are released and require facility removal.
- 6. Objects (including such items as flags, banners, poles, etc.) may extend no higher than the 8' height of the drape backdrop of the exhibit booth, except with the written permission of Farfalla Events, LLC.
- 7. No flammable fluids, substances, or materials of such nature, including decorative materials, may be used in any booth. No hazardous displays or demonstrations will be permitted, and no hazardous materials will be permitted in the exhibit.
- 8. All materials used in the construction and decoration of the exhibit including curtains, drapes, and decorations must be constructed of flameproof material, or treated with an approved flame proofing solution. The use of open flames, such as lanterns and candles, is prohibited.
- 9. Additional Policies & Procedures required by Overland Park Convention Center are located on the <u>OPCC website</u>. Questions regarding Union Station Policies & Procedures may be emailed to: sales@justforherevent.com.
- 10. Farfalla Events, LLC reserves the right to require modification to or removal of questionable or offensive exhibits and/or products.

ARRANGEMENT OF THE EXHIBITS:

In the event of conflicts regarding space requests, or conditions beyond its control, Farfalla Events, LLC reserves the right to revise the floor plan, including the relocation of any and all previously assigned booths. The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

FOOD:

No food or beverage may be served/handed out at the Overland Park Convention Center without compliance with the event space guidelines (View the OPCC Exhibitor Packet <u>HERE</u>).

CARE OF BUILDING AND EQUIPMENT:

Exhibitors and their agents shall not injure or deface the walls, floors or any part of the exhibit building or any booth materials and equipment of another exhibitor, contractor, or Farfalla Events, LLC. When such damage appears, the exhibitor causing such damage is liable to the owner of the property so damaged. The distribution of peel-off labels or decals is prohibited. Tape may not be used to adhere signs to any of the building's walls, pillars, or floors.

TRASH:

Exhibitors are responsible for their own trash.

UNION LABOR:

Exhibitor is required to observe and comply with all union regulations for the State in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations. Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

AMERICAN WITH DISABILITIES ACT:

Disability Provisions: Exhibitor represents and warrants (a) that its exhibit will be accessible to the full extent required by law, (b) that its exhibit will comply with the Americans with Disabilities Act ("ADA") including, but not limited to: 36" pathways, ramp capabilities for raised or lowered flooring, and installation of tightly woven carpeting less than 1/2" thick to facilitate wheelchair movement and (c) that it shall indemnify and hold Show Management and Exposition Management harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against Show Management and Exposition Management, its officers, directors, agents or staff on the basis of the exhibitors breach of this paragraph or noncompliance with any of the provisions of the ADA.

PRODUCTS & SERVICES TO BE EXHIBITED:

Products and services to be exhibited must meet the standards of generally accepted public works practices and professionalism. In the event of disagreement, APWA show management's decision shall be final. Any equipment or item that requires a forklift or other motorized vehicle to move it into the booth space must be specifically pre-approved by and arranged through APWA show management. Exhibitors not in compliance will be required to remove the equipment or item in question.

SALES TAX:

Exhibitors selling products are responsible for their own Sales Tax. Sales tax forms from the State of Kansas and/or Missouri will be supplied by Farfalla Events, LLC.